

WINSTON & STRAWN LLP

214 NORTH TRYON STREET
CHARLOTTE, NORTH CAROLINA 28202-1078

43 RUE DU RHONE
1204 GENEVA, SWITZERLAND

99 GRESHAM STREET
LONDON EC2V 7NG3

333 SOUTH GRAND AVENUE
LOS ANGELES, CALIFORNIA 90071-1543

4 STASOVOY ULITSA
119071 MOSCOW, RUSSIAN FEDERATION

35 WEST WACKER DRIVE
CHICAGO, ILLINOIS 60601-9703

(312) 558-5600

FACSIMILE (312) 558-5700

www.winston.com

200 PARK AVENUE
NEW YORK, NEW YORK 10166-4193

ONE RIVERFRONT PLAZA
NEWARK, NEW JERSEY 07102-5401

25, AVENUE MARCEAU
CS 31621
75773 PARIS CEDEX 16

101 CALIFORNIA STREET
SAN FRANCISCO, CALIFORNIA 94111-5802

1700 K STREET, N.W.
WASHINGTON, D.C. 20006-3817

WRITER'S DIRECT DIAL
312-558-3188
rlunn@winston.com

September 8, 2009

Randall V. Griffin, Esq.
Dayton Power & Light Company
1065 Woodman Drive
Dayton, OH 45432

US EPA RECORDS CENTER REGION 5



440047

Re: Administrative Order Directing Compliance with
Request for Access for South Dayton Dump and
Landfill – Remedial Investigation/Feasibility Study

Dear Mr. Griffin:

I have been asked to respond to your letter of August 17, 2009 directed to Ken Brown at Illinois Tool Works Inc. As an initial matter, it is our understanding that you have been served with the above-referenced Administrative Order ("Order") for access to the Dayton Power & Light ("DP&L") property located at 1900 Dryden Road in Moraine, Ohio (the "Property"). It is further understood that you have notified the United States Environmental Protection Agency ("USEPA") that DP&L will comply with the Order. As you know, the South Dayton Dump PRP Group (the "Group") has been designated as the USEPA's representative for the activities contemplated by the Order.

The Order is self-explanatory and self-executing and any further formal agreements are unnecessary. Nevertheless, the Group agrees to adhere to the following in the conduct of the activities contemplated by the Order:

1. The Group and its contractors will provide prior telephone notification of activities at least one full business day in advance or as per an agreed upon schedule. Unless otherwise agreed, any monitoring wells installed shall be flush-mounted with a removable cap that seals off the well from any drips, leaks or other substances that might otherwise enter the well from the surface and will not break in the event heavy equipment is moved across such cap.

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2. The Group shall, at all times, conduct its activities in such a way as to minimize interference with the activities or operations of DP&L at the Property or with other authorized uses of the Property and shall honor all reasonable requests and instructions which are made to them by DP&L or other appropriate parties. During any sampling activities, the Group shall coordinate with and allow sufficient time for DP&L and its contractor to obtain samples from the same depth and, if DP&L or its contractor is unavailable to take such samples, shall make available, at DP&L's expense, a second, or split, sample taken by the Group.

3. If at any time during the performance of the work hereunder, the Group or its agents discover any incident or condition that creates an emergency or danger to the health or safety of persons on or adjacent to the Property, the Group shall promptly notify DP&L of such incident or condition. If DP&L discovers any such condition DP&L shall notify the Group.

4. Upon conclusion of its work, the Group shall restore the Property to the conditions existing immediately prior to the conduct of such work. Should the Group's activities upon the Property cause damage to any utilities, the cost of repair shall be the sole responsibility of the Group, and repairs shall be made immediately.

If you have any questions concerning the above, please direct them to the undersigned. You should expect contact from a representative of Conestoga-Rovers & Associates, which is the Group's contractor, shortly.

Yours very truly,


Robin R. Lunn

RRL;dm

cc: Thomas Nash, Esq.
Karen Cibulskis
Steve Quigley
Ken Brown